



ADVISORY NEIGHBORHOOD COMMISSION 6E
PO Box 93020 Brentwood Station, Washington, DC 20090

Voluntary Agreement

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 25th day of September 2019 by and between 7-Eleven, Inc. (“**Proprietor**”), at 504 K Street, NW, Washington, DC 20001, and Advisory Neighborhood Commission 6E (the “**ANC**”), (collectively, the “**Parties**”).

WHEREAS, Proprietor has applied for a permit for an Un-Enclosed Sidewalk Café at 504 K St., NW located at 504 K Street, NW, Washington, DC 20001 (the “**Premises**”) in Advisory Neighborhood Commission Single Member District 6E05.

WHEREAS, the Parties met at a public meeting conducted by Advisory Neighborhood Commission 6E on July 2, 2019 at Northwest One Neighborhood Library, 155 L Street, NW, to discuss the Proprietor’s plans for a new establishment in the Mt. Vernon Triangle Neighborhood and certain community concerns;

WHEREAS, the Parties have agreed to enter into this Voluntary Agreement to illustrate the Proprietor’s commitment to addressing community member concerns, and adhering to neighborhood operational norms;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Un-Enclosed Sidewalk Café
 - a. Hours of Operation: The hours of operation/sales/service on the outdoor Un-Enclosed Sidewalk Café shall not exceed the following:
Sunday – Saturday (daily) 6:30 A.M. to 11:00 P.M.
 - b. After 11:00pm the tables and chairs on the Un-Enclosed Sidewalk Café will be removed, and/or chained up such that they cannot be utilized by patrons or passersby.
 - c. There shall be no amplified music or speakers on the outdoor Un-Enclosed Sidewalk Café.
 - d. There shall be no entertainment Un-Enclosed Sidewalk Café.
3. Deliveries: Licensee will not accept deliveries prior to 7:00am at any time during the week.
4. Trash and Litter: The Proprietor shall take all reasonable precautions to ensure litter and trash is not left on the Premises or in the public space surrounding the Premises, and shall

take reasonable measures to maintain the cleanliness of the Premises and ensure the Sidewalk Café is free of trash/waste. It shall have trash receptacles on or adjacent to the Un-Enclosed Sidewalk Café, and shall be emptied at least twice per day.

5. **Alcohol Consumption**: Alcohol consumption will not be permitted on any part of the Premises, including the Un-Enclosed Sidewalk Café.
6. **Staffing**: In accordance with 7-Eleven, Inc. standards and practices, the Proprietor shall always maintain sufficient staffing levels to ensure the Premises is always maintained in a clean and orderly manner, security concerns can be readily addressed, and the terms of this agreement can be followed. Staff shall periodically monitor the Un-Enclosed Sidewalk Café and will contact DC Metropolitan Police Department if there is any material violation of the law.
7. **Alterations to Voluntary Agreement**: Any alteration to this Voluntary Agreement must be made by mutual agreement between 7-Eleven, Inc. and the ANC and by majority vote by the Proprietor's local Advisory Neighborhood Commission, which at time of this signing is Advisory Neighborhood Commission 6E. Major impacts to the Proprietor's operation at 504 K Street, NW (e.g. the application for a liquor license) will be taken into consideration by the Advisory Neighborhood Commission to alter the terms of this Voluntary Agreement as necessary.
8. **No Objection**: Upon execution of this Voluntary Agreement and its acceptance by the District Department of Transportation's Public Space Committee, ANC 6E agrees to support the Proprietor's pending public space application and shall withdraw its objection to the pending application.

If to Proprietor: 7-Eleven, Inc.
3200 Hackberry Road
Irving TX 75063
Attn: Corporate Real Estate
e-mail:

If to ANC: Advisory Neighborhood Commission 6E
PO Box 26182, LeDroit Park Station
Washington, DC 20001
Attn: Alexander Marriott
e-mail: alexmarriottanc@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Proprietor:

7-Eleven, Inc.
3200 Hackberry Road
Irving TX 75063
Phone:
e-mail:

Signature:  _____

Date: 09/25/2019

ANC:

Advisory Neighborhood Commission 6E
PO Box 93020 Brentwood Station,
Washington, DC 20090
Alexander Marriott
ANC 6E, Chair
ANC 6E05, Representative

Signature:  _____

Date: 9/24/2019